



Agenda Item Number: 5-16-13.7

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Date of Commission
Meeting:**

May 16, 2013

**Division / Elected
Office:**

Sandoval County Commission

Staff Contact:

Chair Madalena

Title of Item:

Professional Employment Agreement - County Manager

Action Requested:

Request for a Motion to Approve a Professional Employment Agreement between Sandoval County and Phillip Rios to Serve as County Manager

Summary:

The Commission has negotiated a Professional Employment Agreement with Phillip Rios. The terms of the Agreement have been discussed with Mr. Rios and he has agreed to the terms. It is being brought to the Commission for final approval.

Attachments:

Professional Employment Agreement

FISCAL IMPACT

There is sufficient funding to cover the agreement in the Administration budget.

STAFF ANALYSIS SUMMARY

Commission Chairman:

Recommend approval. DFM 5/9/13

**Initiating Elected Official /
Division Director:**

N/A

Legal:

Approved as to form PFT 5/9/2013

Finance:

Funding Available-Recommend Approval.
CCH 5/9/13

PROFESSIONAL EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the Sandoval County Board of County Commissioners, Sandoval County, New Mexico, hereinafter referred to as the "County" and Phillip Rios, hereinafter referred to as the "County Manager."

WITNESSETH:

WHEREAS, the County desires to hire a County Manager to serve as the Chief Administrative Officer of County Government in Sandoval County, New Mexico; and

WHEREAS, the position of County Manager is an exempt position not subject to the provisions and/or protections set forth in the Sandoval County Personnel Ordinance; and

WHEREAS, the County desires to retain Phillip Rios in the position of County Manager and he has accepted this offer of retention; and

WHEREAS, the County and Phillip Rios desire to commit to writing their agreement and understanding with respect to his employment as County Manager,

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the County and Phillip Rios mutually agree and covenant as follows:

A. EMPLOYMENT:

The County hereby employs and hires Phillip Rios as its County Manager and Phillip Rios hereby accepts and agrees to such hiring and employment, subject to the general supervision and direction of the Sandoval County Commission.

The County Manager will follow the directions and guidelines laid down by the County Commission and will assume those responsibilities that may be delegated to him by the County Commission.

B. DUTIES AND RESPONSIBILITIES:

The County Manager agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties that are assigned to him pursuant to the express and implicit terms hereof to the reasonable satisfaction of the Board of County Commissioners. The County Manager will perform his duties at the Sandoval County Administration Building in Bernalillo, New Mexico, and at such other place or places as the County will require.

C. TERM OF CONTRACT:

The term of this Agreement shall be three (3) years, effective from July 1, 2013 and through June 30, 2016. Furthermore, this agreement may be extended by the Board of County Commissioners for an additional one (1) year period.

D. COMPENSATION:

The County will pay the County Manager an annual salary of \$135,000.00 which salary will not be decreased during the term of this Agreement. Said compensation may increase at the same rate as other County employees. Additional increases will be at the sole discretion of the Board of County Commissioners.

The County will reimburse the County Manager for all necessary expenses incurred while traveling pursuant to County business, which he has been directed to undertake by the County Commission, provided that all such reimbursements will be made in accordance with the provision of applicable state law and regulation.

E. BENEFITS:

The County Manager will be entitled to all fringe benefits that other County employees enjoy. Notwithstanding the preceding sentence, the County Manager will be entitled to four (4) weeks of paid annual leave. The County Manager is a professional staff member of the County and will not be entitled to overtime compensation. In the event that the demands of the position of County Manager do not allow the County Manager to take advantage of all the days of annual leave provided, then the County will reimburse the County Manager for the unused annual leave at the same rate of compensation provided in this Agreement at the end of each calendar year.

The County Manager's duties require that he have the exclusive and unrestricted use of an automobile at all times during his employment with the County. The County will provide a County vehicle and the County will pay all costs for the operation and maintenance of the vehicle including but not limited to fuel and maintenance.

F. TERMINATION:

The County Manager will not be discharged or terminated except as provided in this paragraph:

1. The County may terminate the County Manager's Professional Employment Agreement prior to the end of the Agreement with thirty (30) days written notice after a majority vote of the full Board of County Commissioners. The written notice of termination will state the effective date of termination.

2. In the event the County Manager voluntarily resigns his position with the County, he will give thirty (60) days written notice in advance, unless the parties agree otherwise.

3. Notwithstanding the foregoing provisions, if the County Manager is terminated because of a malfeasance in office, the County shall not be required to comply with the notice provisions of this paragraph.

G. SEVERANCE

The County Manager will be entitled to a lump sum cash payment equal to four (4) months aggregate salary and benefits upon termination, pursuant to paragraph F (1) above. Severance pay may be denied by the County only if the County Commission certifies with particularity in its Notice of Termination, that the reason for termination is the gross negligence or the malfeasance in office of the County Manager. Otherwise the County Manager will be paid severance pay no later than the next regular County pay day after discharge or resignation.

H. MODIFICATIONS:

No waiver or modification of this Agreement or of any condition or limitation herein contained will be valid unless in writing and duly executed by the County and the County Manager.

I. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents, verbal or otherwise, will be valid or enforceable unless embodied into this Agreement.

J. APPLICABLE LAW:

This Agreement will be governed by the laws and regulations of the State of New Mexico. Venue for any action hereunder will lie in Sandoval County, New Mexico.

K. SEVERABILITY:

If any of the provisions of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected and will remain in full force and effect.

L. ASSIGNMENT:

The County Manager may not assign any right accruing under or interest arising from this Agreement, in whole or in part, without the express written consent of the County. In the event of any assignment, the assignee will assume all obligations and liabilities of the County Manager.

M. APPROPRIATION:

It is expressly understood that any obligation, monetary or otherwise, shall be subject to and contingent upon the availability and sufficiency of resources for appropriations and for obligations. If sufficient funds are not appropriated or sufficient authority is not given to perform such obligations, this Agreement is subject to termination by the County. The decision as to whether the funds are available shall be made at the sole discretion of the County.

IN WITNESS WHEREOF, the undersigned do hereby executed this Agreement on the _____ day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY

Phillip Rios, County Manager

Darryl F. Madalena, Chair

Nora Scherzinger, Vice Chair

ATTEST:

Orlando J. Lucero, Member

Eileen Garbagni, County Clerk

Don Chapman, Member

APPROVED AS TO FORM

Glenn Walters, Member

Patrick F. Trujillo, County Attorney